

iTrip Rental Agreement

iTrip Beaches Of Alabama LLC / PO Box 1393 / Orange Beach, AL 36561

Phone: (251) 974-1404 / Fax: (251) 974-1355 / beaches@itrip.net

Tenant: _TenantName_ **Phone:** _TenantPhone_ **Email:** _TenantEmail_
Address: _TenantStreet_ _TenantCity_ _TenantState_ _TenantPostal_

This Agreement will confirm your rental of The Oasis at Orange Beach 1903 (formerly known as Phoenix West II) for _NumNights_ nights as follows:

The maximum occupancy in this unit is 10.

Reservation ID: ReservationID

Check-In: _CheckinDate_ _CheckinTime_
Check-Out: _CheckoutDate_ _CheckoutTime_

Rental: \$ _Rental_
Fees: \$ _Fees_
Taxes: \$ _AreaTax_
Total: \$ _NetAmount_

Once your final payment is made (you will receive an automated reminder email 7 days prior to your arrival) you will receive an email including your check-in procedures and additional trip information.

PLEASE READ THE ENTIRE AGREEMENT BEFORE DIGITALLY SIGNING

While every effort will be made to have the unit available for check-in at 4:00 pm, during high season cleaning crew may require additional cleaning time and check-in may be delayed. No guarantee is made that the room will be ready by 4:00 pm.

AGREEMENT

Beaches of Alabama, the Agent of the Owners, and Tenant agree as follows: **Above Tenant is at least twenty-five (25) years of age (an "adult") and will be an occupant of the unit The Oasis at Orange Beach 1903 (formerly known as Phoenix West II) during the entire reserved dates.** In addition to Tenant, other authorized occupants may be family members or friends of Tenant. Use of the premises will be denied to persons not falling within the foregoing categories. Should any unauthorized persons occupy or use the Premises, Tenant shall vacate the premises immediately without any refund.

RESERVATIONS

Reservations may be placed up to one year in advance, but are subject to the rates in effect for the year said reservations are placed. All times are Central Standard Time and currency is USD unless otherwise noted. Reservations will be held for 24 hours. If the signed rental agreement and payment are not received within 24 hours from the date of the Tenant's signature, the reservation will be canceled.

DEPOSIT

A deposit totaling 35% of the agreed-upon total amount is due with the acceptance of the rental agreement. **Payment of the deposit shall be deemed as acceptance of this rental agreement.** Payment may be made with a major credit card. Personal checks will not be accepted; if funds are not credited within two days the booking will be canceled. **This amount will be applied to your stay and is not a refundable security deposit.**

BALANCE

Balance is due 7 days prior to arrival date and includes a non-refundable \$95.00 processing fee. The balance is due on BalanceDueDate. Payment may be made by a major credit card. Personal checks will not be accepted. If payment is not made 5 days prior to your arrival, we do reserve the right to cancel the reservation.

CANCELLATION POLICY

In the event that you must cancel your reservation, please be aware that cancellations must occur at least 7 days (monthly reservations require 14 days) prior to the arrival date. All monies will be refunded if cancellation occurs 7 days (14 on monthly reservations) or more before the arrival date. **GUESTS THAT DO CANCEL WITHIN 7 DAYS (14 on monthly reservations) OF THEIR ARRIVAL WILL BE CHARGED THE 35% DEPOSIT AMOUNT.** There will be no refund for early departure unless authorities request mandatory hurricane evacuation.

HAZARDOUS PRACTICES

No barbeque grills of any kind are permitted on balconies or in the unit. No open flames ie. Candle burning is prohibited on balconies or in the unit. Do not dismantle smoke detectors as they are there for your protection. Use the overhead stove fan when cooking to avoid accidental, activation of the smoke detector alarm.

ABSOLUTELY NO PETS

Pet are not allowed (unless stated in specific homes.) If evidence of a pet(s) is found in the unit or on the premises you will be asked to vacate immediately with no refund of rent or damage deposit.

FALSIFIED RESERVATION

Any reservation obtained under false pretense will be subject to forfeiture of the reservation deposit, damage deposit, and/or balance of rental payment.

HOUSEKEEPING

There is **no daily maid service**. Linens and towels are included and not to be taken from the unit. There is one towel per person for the amount that the unit sleeps. An initial setup of trash liners, bathroom paper and soap is provided. There is a `$_CleaningFee_` one-time cleaning fee. Additional cleaning fees will be due in the event that requires extra cleaning and/or damages to the linen or towels. We recommend that you bring any special items that you may need.

UTILITIES

No compensation will be given for a temporary outage of electricity, gas, water, cable, or telephone service. Outages will be reported immediately and all efforts will be made to have them restored as soon as possible. Please note that you may want to bring a calling card for placing long-distance phone calls, as these are restricted. Any tenant using the internet for illegal downloads will be charged a \$500 fee and/or any other charges incurred by the owner.

NONSMOKING UNIT

Smoking is strictly prohibited. The card on file will be charged if any additional deodorizing or carpet cleaning is needed.

ENTRY BY OWNER

Owner or owner's agents may enter the premises under the following circumstances: in case of an emergency; to make any necessary or agreed-upon repairs, alterations, or improvements; supply necessary or agreed upon services or show the premises to prospective purchasers, renters or contractors. Owner will try to provide the renter with at least 24 hours' notice of Owner's intent to enter (except in the case of an emergency).

RULES AND REGULATIONS

1. Tenant agrees to leave the premises and its contents in the same condition, neat and tidy, as Tenant found the premises to be upon move-in, normal wear and tear expected. Beds should be stripped of linens and placed in a pile in each bedroom for housekeeping. Any damages found at your departure will be billed to your credit card.
2. All dishes are to be washed and all garbage removed from the premises and placed in outside receptacles. Please place trash bins in front of houses for pickup.
3. Close all blinds in all rooms.
4. The maximum number of occupants shall not exceed sleeping capacity, not including a child in a crib.

5. Furnishings are not to be removed from the premises for use outside or in other properties.
6. "No pets" policy must be observed. Pets are not allowed on-premises.
7. Smoking is not allowed in the unit.
8. Reservations are not made by or for a minor, defined as any person under the age of twenty-five (25).
9. All keys, key cards, etc. are to be returned upon move-out by Tenant. If not, there will be a \$75.00 charge to have the lock rekeyed or programmed.
10. Tenant and any guest of Tenant shall obey all laws of the state of Alabama, as well as local laws, at all times while they are on the premises. Failure to abide by the laws of Alabama or the above rules may cause tenant to be asked to vacate the premises and forfeit all rents and security/damage deposits.

SLEEPING CAPACITY/DISTURBANCES

Tenant and all other occupants will be required to vacate the premises and forfeit the rental fee and security deposit for any of the following: Occupancy exceeding the sleeping capacity, using the premises for any illegal activity, causing damage to the premises rented or to any of the neighboring properties and any other acts which interfere with neighbors' right to quiet enjoyment of their premises.

HOLD HARMLESS

iTrip or the Owner, does not assume any liability for loss, damage or injury to persons or their personal property. Neither does the owner accept any liability for any inconveniences, damage, loss or injury arising from any temporary defects or stoppage in supply of water, gas, cable service, electricity or plumbing, as well as due to weather conditions, natural disasters, acts of God, or other reasons beyond its control.

POOL & PATIO

Tenant hereby acknowledges that the premises they have reserved may include a pool and the undersigned agrees and acknowledges that the pool and patio/deck can be dangerous areas, that the deck/patio can be slippery when wet, and that injury may occur to anyone who is not careful. With full knowledge of the above facts and warnings, the undersigned Tenant accepts and assumes all risks involved to Tenant and all of Tenant's guests in or related to the use of the community pool and patio areas.

MAINTENANCE

Please report any maintenance/damages to us upon your arrival. Refunds will not be made for maintenance issues including, but not limited to heating and air conditioning, appliances, televisions, and stereos.

INTERNET

Beaches of Alabama is not responsible for internet service interruptions due to local service provider outages/maintenance issues. Should you require internet during your stay, it is recommended that you bring a backup portable hot spot supported by your cell service carrier.

LANDLINE

Please be advised that no landline telephone service is provided or available in the unit.

PARKING

Most premises are limited to two cars unless otherwise stated. Some properties have a one-car limit. **No boats, jet skis, trailers or RVs.**

OWNER'S CLOSETS

Locked owner's closets are not included in your rental.

FEDERAL ORDINANCE: LIGHTS OUT AND CURTAINS CLOSED AFTER DARK

FEDERAL ORDINANCE requires ALL CONDOS with lights and/or windows facing the Gulf of Mexico to turn off exterior lights (unless amber bulbs are used) and close ALL blinds and curtains after dark. Flashlights on the beach after dark must be turtle-friendly bulbs. (red / amber / orange)

** Each violation of the federal ordinance could result in a \$25,000 fine.**

ADDITIONAL TERMS AND CONDITIONS

The undersigned Tenant, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges Owner from any and all liabilities, claims, demands, and causes of action by reason of any injury, loss of damage by whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result, or in connection with the occupancy of the premises and agrees to hold Owner free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover any reasonable attorney's fees and costs. You also agree to be responsible for and reimburse the property owner for any applicable costs and attorney's fees incurred for the collection of damage. Neither iTrip nor the owner will be responsible for accidents or injury to guests or loss of money or valuables of any kind.

Owner reserves the right to terminate this Agreement at any time.

Credit Card Authorization

I understand and consent to the use of the credit card provided without the original signature on the charge slip. I understand that by "clicking" that I have read the terms and conditions of this property, I am bound by this agreement and I have signed "electronically."

*Every effort has been made to ensure accurate descriptions and rates. However, iTrip is not responsible for changes in furnishings or rate errors.

*PLEASE NOTE: At iTrip Vacations, our goal is to ensure that your vacation experience with us is nothing short of exceptional. As part of our commitment to your satisfaction, we utilize text messaging to provide you with important information and updates before and during your stay. By accepting our rental agreement, you agree to receive these texts, and in

return, you can also reach out to us via text for any assistance. You may opt out at any time by simply replying "STOP" to any message.

IF YOU CHECK INTO THE UNIT BEFORE 4:00 PM WITHOUT PRIOR PERMISSION FROM THE ITRIP OFFICE (NOT HOUSEKEEPING), YOU WILL BE CHARGED \$100 AUTOMATICALLY TO THE CARD ON YOUR RESERVATION. PLEASE DO NOT GO TO THE UNIT BEFORE 4:00 PM. THIS CAUSES ISSUES WITH DEPARTING GUESTS, HOUSEKEEPING AND INSPECTORS.

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